

Commonwealth of Virginia



Samuel H. Cooper, Jr.

CIRCUIT COURT CLERK'S OFFICE OF ACCOMACK COUNTY

APPLICATION FOR OFFICER OF THE COURT REMOTE ACCESS (OCRA) TO ACCOMACK COUNTY CIRCUIT COURT CASE IMAGING SYSTEM FOR ATTORNEYS/STAFF AND AUTHORIZED GOVERNMENT AGENCIES

This application must be completed **by each individual user** for access to case documents. A non-attorney subscriber must be a directly supervised employee of a member in good standing with the Virginia State Bar. The approval of this application is at the discretion of the Clerk, Samuel H. Cooper, Jr. By signing this application, the Subscriber acknowledges and accepts the terms and conditions of the Subscriber Agreement for OCRA as incorporated by reference herein.

SUBSCRIBER'S NAME:

(First) _____ (Last) _____

EMAIL ADDRESS: _____

STREET ADDRESS: _____

PHONE NUMBER: _____ UNITED STATES CITIZEN ____ YES ____ NO ____

ACCESS REQUESTED FOR: ____ CRIMINAL CASE DOCUMENTS ____ CIVIL CASE DOCUMENTS

THE SUPREME COURT OF VIRGINIA ONLY ALLOWS ONE USERNAME/PASSWORD COMBINATION FOR SUBSCRIBERS TO OCRA, SO IF YOU ARE A SUBSCRIBER TO OCRA IN ANOTHER COURT YOU MUST PROVIDE:

USER ID: _____ PASSWORD: _____

AS MENTIONED ABOVE, THERE ARE 3 SUBSCRIBER ROLES. PLEASE CHOOSE ONE AND COMPLETE THE REQUIRED INFORMATION.

1. ____ ATTORNEY - VSB NUMBER _____

2. ____ NON-ATTORNEY - NAME AND VSB NUMBER OF SUPERVISING ATTORNEY: _____

3. ____ STAFF MEMBER OF AUTHORIZED GOVERNMENT AGENCY - NAME OF GOVERNMENT AGENCY

BY SIGNING BELOW, I CERTIFY THAT THE INFORMATION ABOVE IS TRUE AND CORRECT.

APPLICANT SIGNATURE: _____

SUPERVISING ATTORNEY SIGNATURE (IF APPLICABLE): _____

City/County of: _____ State of: _____

I, _____ a Notary Public or Deputy Clerk, do hereby certify that on this ____ day of _____, 20____, _____ and _____ personally appeared before me, swore and acknowledged to me that the statements contained herein are true and correct. My commission expires: _____

Notary/Deputy Clerk's Signature _____ Commission Number _____

Print Name and Phone # of Notary/Deputy Clerk _____

4) Fees:

a) The fee for Subscriber access under this agreement is \$200.00 (authorized officer) and \$25.00 (each additional authorized support staff user) per year and shall be paid in one (1) installment. The payment is due at the time of application. The Subscriber's username and password shall expire at the end of the paid period, unless the Subscriber pays for the next period. It is the Subscriber's responsibility to pay for the next period. The Clerk's office will not send renewal notices to Subscribers. The Clerk reserves the right to change the fees for providing access. Any change in fees will not affect any current subscribers during the term of the agreement. The new fees will be in effect for new subscribers and existing subscribers upon renewal for the next one-year term.

5) Services

a) The Clerk shall provide the Subscriber with "inquiry-only" access to all currently scanned court case documents except for those case files or parts of case files that are marked or deemed by VA State Code, the Court or the Clerk to be Confidential, Restricted or Sealed. The servers that store the programs are managed by the Supreme Court of Virginia. The Clerk, deputies, employees or agents shall provide the Subscriber with documentation and limited consultation on specific problems that arise in the use of the website. The Clerk does not guarantee consultation results nor warrant or represent that all errors or problems shall be corrected.

b) The clerk will provide the Subscriber with an OCRA link, a sign on and a password upon acceptance of the application which will be sent via email.

c) Notification of acceptance will be sent by e-mail.

6) Subscriber's

a) It is the responsibility of the Subscriber to purchase computer hardware and software and/or make modifications to their existing equipment that are necessary for access to the Database. The Subscriber is responsible for ensuring that their user-id and password are NOT given to anyone else at any time and not for any reason. Information accessed from the Database is for the use of the Subscriber. Access is strictly one username login for an individual Subscriber.

b) Subscriber agrees that in accordance with Virginia Code 17.1-293, data retrieved from OCRA is not to be sold or posted on any other website or in any way redistributed to any third party unless party to the case. The Clerk may deny secure remote access to ensure compliance with these provisions. However, data accessed by secure remote access may be included in products or services provided to a third party of the subscriber provided that (i) such data is not made available to the general public and (ii) the subscriber maintains administrative, technical, and security safeguards to protect the confidentiality, integrity, and limited availability of the data.

c) Subscriber agrees that violation of Virginia Code sections authorizing secure remote access are subject to immediate termination.

d) Subscriber agrees that periodic review of subscriber access will be performed by network security staff to ensure compliance.

e) The Subscriber is responsible for ensuring the security of the subscriber's assigned username and password. If at any time the Subscriber has knowledge of compromised security of Subscriber's access credentials, Subscriber will IMMEDIATELY notify the clerk.

f) Supervising attorney shall be responsible for reporting change in employment status for Subscriber under their supervision. _____ (initialed by attorney)

g) Subscribers shall be responsible for reporting any change in the information provided in the OCRA Application.

h) The Subscriber or the Supervisor of an authorized government agency shall notify the Clerk's Office immediately upon change of employment status.

7) Limitations of Liability:

i) The Subscriber relieves and releases the Clerk, deputies, employees or agents from liability for any and all damages resulting from interrupted service of any kind.

ii) The Subscriber further relieves and releases the County of Accomack, its Board of Supervisors, officer's employees and agents from liability for any and all damages resulting from interrupted service of any kind.

iii) The Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and damages resulting from interrupted service of any kind.

iv) The Subscriber hereby relieves releases and holds harmless the Clerk, the County of Accomack, its Board of Supervisors, officers and their deputies, employees and agents of any liability for any and all damage resulting from incorrect data or any other misinformation accessed from this service.

v) The Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from incorrect data or any other misinformation accessed from this service.

vi) The Subscriber agrees that the Clerk, the County of Accomack, its Board of Supervisors, officers and their deputies, employees or agents shall not be liable for negligence or lost profits resulting from any claim or demand against the subscriber by any other party.

vii) The Subscriber also relieves and releases the Office of the Executive Secretary, Supreme Court of Virginia, employees and agents from liability for any and all damages resulting from any claim or demand against the subscriber by and other party. The information or data accessed by the Subscriber may or may not be the official government record required by law. In order to assure the accuracy of the data or information, the Subscriber should consult the official governmental record.

8) Termination:

i) Either party may terminate this agreement without cause with fifteen (15) days email notice to the other. Subscriber remains responsible for payment of fees, for services rendered or obligations incurred.

ii) This agreement may be terminated immediately by the Clerk for Subscriber's failure to comply with the terms of this agreement, failure to make payments of fees or breach of agreement.

iii) This agreement shall terminate immediately if the Commonwealth of Virginia fails to appropriate and continue funding for services provided under this agreement.

9) Definitions:

i) "Public access" means that the public can inspect and obtain a copy of the information in the court record. The official record is maintained in the Clerk's office for viewing.

ii) "Remote access" means that inspection can be made without the need to physically visit the courthouse where the court record is maintained.

iii) "Subscriber" means any person authorized by the Clerk of a Circuit Court to have remote access to court documents on its website.

v) "Court Controlled Website for Documents" means a website or remote access system owned and operated by the Court or a public or private agent that operates the website for the Court.

10) Application:

i) Pursuant to 2.2-3808.2 of the Code of Virginia, an application must be completed. The application must be approved by the Clerk's office before the Subscriber ID and Password are issued.

Mailing Address: Accomack County Circuit Court
 23316 Courthouse Ave
 P.O. Box 126
 Accomac, VA 23301